

TOWN OF DAVIE

TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Herb Hyman/797-1016

SUBJECT: Resolution

AFFECTED DISTRICT: n/a

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH PMG ASSOCIATES, INC. FOR CONSULTING SERVICES TO DEVELOP AN ECONOMIC DEVELOPMENT AND FISCAL IMPACT ANALYSIS.

REPORT IN BRIEF: At the special council meeting of August 26, 2002, the Town Council selected PMG Associates, Inc. to provide consulting services to develop an economic development and fiscal impact analysis and authorized staff to negotiate a contract. The resulting negotiated contract is attached hereto. The professional fee of \$51,380 is listed on the last page of the contract. The deadlines for completion of tasks is identified in Section 2 of the contract. Although PMG Associates, Inc. was the Town Council's top ranked firm, staff feels that it is appropriate to point out that the proposal from Fishkind & Associates had a \$20,000 price tag associated with it (a savings of over \$31,000). It is staff's belief that the end product from the two firms would be comparable. Council can set aside the PMG Associates contract and direct staff to begin negotiations with the second highest ranked vendor, Fishkind & Associates (who received two first place votes while PMG received only one), or approve the attached resolution accepting the PMG Associates contract at \$51,380.

PREVIOUS ACTIONS: Council selected PMG Associates, Inc. authorized staff to negotiate a contract at a special council meeting held on August 26, 2002.

CONCURRENCES: This contract was negotiated by a committee of staff members. The contract was reviewed by the Town Attorney.

FISCAL IMPACT:

Has request been budgeted? Partially budgeted

If yes, expected cost: \$51,380

Account Name: Town Administrator-Special Projects Account-\$26,380

Contingency (If EDC pulls their funding)-\$25,000

Additional Comments: This project may be partially funded by EDC (see attached EDC letter)

RECOMMENDATION(S): Set aside the attached contract with PMG Associates and direct staff to begin negotiations with Fishkind & Associates.

Attachment(s):

Two (2) copies of agreement

Copy of Council ranking sheet

EDC letter dated October 5, 2002

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH PMG ASSOCIATES, INC. FOR CONSULTING SERVICES TO DEVELOP AN ECONOMIC DEVELOPMENT AND FISCAL IMPACT ANALYSIS.

WHEREAS, at the special council meeting of August 26, 2002. the Town Council selected the firm of PMG Associates, Inc. to provide consulting services to develop an economic development and fiscal impact analysis; and

WHEREAS, staff members were authorized to negotiate a contract with PMG Associates, Inc. for this project; and

WHEREAS, after review, the Town Council authorizes the Mayor to execute a contract with PMG Associates, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council authorizes the Mayor to execute a contract with PMG Associates, Inc. for consulting services to develop an economic development and fiscal impact analysis which is attached hereto and identified as Attachment "A".

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2002

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2002

**AGREEMENT BETWEEN THE TOWN OF DAVIE AND PMG ASSOCIATES, INC.
FOR ECONOMIC DEVELOPMENT AND FISCAL IMPACT ANALYSIS**

THIS AGREEMENT, made and entered into the 6th day of November, 2002, by
and between:

TOWN OF DAVIE, FLORIDA
a municipal corporation
6591 Orange Drive
Davie, Florida 33314
(herein after referred to as "TOWN")

PMG Associates, Inc.
3880 NW 2 Ct.
Deerfield Beach, FL 33442
(hereafter referred to as "CORPORATION")

WHEREAS, the Town issued a Request for Proposal (B-02-85) for Economic Development and Fiscal Impact Analysis; and

WHEREAS, at a special meeting held on August 26, 2002, the Town Council selected the firm of PMG Associates, Inc. to provide said services and authorized the Town Administrator or his designee to negotiate a contract for such services.

NOW, THEREFORE, in consideration of the benefits provided by CORPORATION to the citizens of Davie and the covenants and conditions herein expressed and the faithful performance of all such covenants and conditions, the parties agree as follows:

Section 1.

1.01 The above recitals are true and correct and are incorporated herein.

Section 2. TERM

2.01 This Agreement shall be effective upon the approval of the Town Council. Corporation shall deliver the initial draft within sixty (60) days of receipt of approved contract. Corporation shall deliver the completed Economic Development and Fiscal Impact Analysis within six (6) months of engagement.

Section 3. SCOPE OF SERVICES

3.01 The scope of services is detailed in the attached document entitled "Scope of Services".

3.02 CORPORATION will conduct services as outlined in the TOWN'S RFP B-02-85 which becomes a part of this contract by reference. CORPORATION will be required to provide experienced professionals to perform all work.

Section 4. CONSIDERATION

4.01 The amount paid by the TOWN to the CORPORATION and the payment scheduled is outlined in the "Scope of Services" document.

Section 5. DUTIES AND RESPONSIBILITIES OF TOWN

5.01 Timely review and comment on all work product submitted by CORPORATION and schedule all required meetings on a timely basis.

5.02 Provide information and other assistance as may be required by CORPORATION to complete required work authorized by TOWN.

Section 6. INSURANCE

6.01 Prior to commencing work, the CORPORATION shall provide TOWN with certificates of insurance providing coverage as required.

6.02 The CORPORATION shall secure and maintain, at its own expense, and keep in effect during the full period of the agreement a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(a) **Professional Liability Insurance** in an amount not less than \$1,000,000.00 per occurrence.

(b) **Worker's Compensation and Employer's Liability Insurance** for all employees of the CORPORATION engaged in work under the Agreement in accordance with the laws of the State of Florida. The CORPORATION shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

(c) **Comprehensive General Liability Insurance** with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence. Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

\$500,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence:

- (1) Premises and Operations;
- (2) Independent Contractors;
- (3) Products and Completed Operations;
- (4) Broad Form Property Damage;
- (5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
- (6) Personal Injury Coverage with employment and contractual exclusions removed and deleted;
and
- (7) Explosion, collapse, underground coverage (X - C - U)

(d) **Comprehensive Automobile Liability Insurance** for all owned, non-owned and hired automobiles and other vehicles used by the CORPORATION in the performance of the work with the following minimum limits of liability:

\$100,000.00/\$300,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

6.03 ALL LIABILITY INSURANCE POLICIES (except for professional liability insurance) SHALL SPECIFICALLY PROVIDE THAT THE TOWN OF DAVIE IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CORPORATION UNDER THE AGREEMENT. INSURANCE Companies selected must be acceptable to TOWN. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

6.04 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ to A+

Section 7. INDEMNIFICATION

7.01 GENERAL INDEMNIFICATION: The CORPORATION agrees to indemnify and hold harmless the TOWN, its officers, agents, and employees, from any and all liability, defense costs, including attorneys' fees, and all other fees incidental to the defense, loss, or damage the TOWN may suffer as a result of claims, demands, costs, or judgments against it arising from any negligent act or omission of the CORPORATION pertaining to the subject project. Nothing in this agreement shall be construed to affect in any way the TOWN'S rights, privileges, and immunities as set forth in Florida Statutes 768.28.

7.02 PATENT AND COPYRIGHT INDEMNIFICATION: The CORPORATION agrees to indemnify, defend, save and hold harmless the TOWN, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Agreement.

Section 8. TERMINATION AND DEFAULT

8.01 In the event CORPORATION shall default in any of the terms, obligations, restrictions or conditions of the Proposal documents, TOWN shall give written notice by certified mail, return receipt requested to CORPORATION of default and that such default shall be corrected or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event CORPORATION has failed to correct the conditions of default or the default is not remedied to the satisfaction and approval of TOWN, TOWN shall have all legal remedies available to it, including, but not limited to termination of this Agreement in which case the CORPORATION shall be liable for all procurement and reprocurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

8.02 TOWN shall have the right to terminate the Agreement, without cause, by giving written notice to CORPORATION of such termination and specifying the effective date thereof, at least ten (10) calendar days prior to the effective date of termination. Should this occur, the TOWN would be responsible to the CORPORATION for all work done up to time of termination.

Section 9. RECORDS AND AUDIT

9.01 TOWN reserves the right to audit the records of CORPORATION relating to this project at any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by TOWN. If required by TOWN, CORPORATION shall agree to submit to an audit by an independent certified public accountant selected by TOWN. CORPORATION shall allow TOWN to inspect, examine and review the records of CORPORATION at any and all times during normal business hours during the term of this Agreement.

Section 10. INDEPENDENT CONTRACTOR

10.01 It is understood and agreed that CORPORATION is and shall remain an independent contractor with respect to the services being performed by CORPORATION pursuant to this Agreement and shall not, for any purpose, be deemed an employee of TOWN.

Section 11. CONFLICT OF INTEREST

11.01 CORPORATION covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with TOWN. CORPORATION further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CORPORATION or its employees, must be disclosed in writing to TOWN.

11.02 CORPORATION is aware of the conflict of interest laws of Broward County and the State of Florida, Chapter 112, Florida Statutes (1993), as amended, and agrees that it will fully comply in all respects with the terms of said laws.

11.03 CORPORATION warrants that it has not employed or retained any person employed by TOWN to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by TOWN any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of his privilege.

Section 12. ASSIGNMENT

12.01 This is a personal services Agreement whereby TOWN has expressly retained CORPORATION. This Agreement is not assignable or transferable in whole or in part without the prior expressed written consent of the TOWN which consent can be arbitrarily withheld.

Section 13. COMPLIANCE WITH LAWS

13.01 CORPORATION shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, Town of Davie and of any other public authority which may be applicable to this Agreement.

Section 14. VENUE

14.01 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida and the prevailing party to any resultant judgment shall be entitled to an award of all reasonable attorney's fees, paralegal expenses, interest and court costs incurred by such prevailing party against the losing party including reasonable appellant attorney's fees, interest and taxable costs.

Section 15. GOVERNING LAW

15.01 The validity, construction and effect of this agreement shall be governed by the laws of the State of Florida.

Section 16. INSOLVENCY

16.01 In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

Section 17. ENTIRE AGREEMENT

17.01 This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties, whether oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

Section 18. SEVERABILITY

18.01 Should any part, term or provision of this Agreement be by the courts decided to be illegal or in Conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

Section 19. NOTICES

19.01 All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by certified mail, return receipt requested, to the following persons and addresses unless otherwise specified herein:

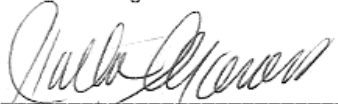
TOWN:

Town of Davie
6591 Orange Drive
Davie, Florida 33314
Att: Development Services Director

CORPORATION:

PMG Associates, Inc.
3880 NW 2 Ct.
Deerfield Beach, FL 33442
Att: Kathy Gonot

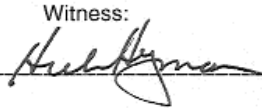
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first written above, in two (2) counterparts, each of which shall without proof or accounting for the other counterpart be deemed an original Contract.



Corporation
PM GASSOCIATES INC
PRESIDENT

Title

Witness:



Date: 10/22/02

OWNER

Town of Davie, a Florida
Municipal Corporation

ATTEST:

Russell Muniz
Town Clerk

(Seal)

Harry Venis
Mayor

Tom Willi
Town Administrator

APPROVED AS TO FORM AND
CORRECTNESS:

DATE: _____

Monroe Kiar
Town Attorney
Town of Davie

Council Approved: _____
Date

SCOPE OF SERVICES

A. IMPACTS AT BUILD-OUT

1. Determine the definition of Build-out with respect to completion of development for the Town of Davie.
 - a. Arrive at consensus between Town of Davie staff and Consultant of the factors that equate to Build-out of the Town of Davie (ie. percentage of units, acreage, etc.)
 - b. Issues to be considered include the infill parcels and redevelopment.
2. Determine Build-out year.
 - a. Determine the year in which the Build-out condition will be attained.
 - b. The infill parcel and redevelopment issues will be included in the determination of Build-out year.
3. Evaluate Land Use categories for density/intensity of use.
 - a. Determine the "realistic" density rate for each residential Land Use category. This rate will be based on recent approvals of development and other conditions that apply in Davie.
 - b. Determine the "realistic" intensity rate for commercial and industrial Land Use categories. This rate will be based on recent approvals of development and other conditions that apply in Davie.
 - c. Obtain from the Town of Davie data including: the complete Comprehensive Plan, the future Land Use Plan Map (GIS format) and the current Zoning Map (GIS format).
4. Determine Build-out conditions.
 - a. Determine the number of incremental dwelling units that will be added between the current year and the Build-out year.
 - b. Determine the amount of incremental square footage of commercial and industrial uses by type to be added between the current year and the Build-out year.
 - c. Obtain data from the Town of Davie listing the current number of dwelling units by type and the current amount of non-residential area by type. Population data to include projections for the entire Town, broken down to at least the census Tract level. The Town should also provide employment data from the Census.
 - d. Obtain from the Town of Davie any existing reports concerning real estate development trends or projections.
 - e. Collect data from third party source Claritas Data Source for information regarding current and projected trends in demographics.

5. Examine the current standards of service for the various Departments for the Town of Davie.
 - a. Obtain data from the Town of Davie Police Department identifying the number of calls the Department responded to during the past year. Sort this data by type and location.
 - b. Obtain data from the Town of Davie Fire/Rescue Department identifying the number of calls the Department responded to during the past year. Sort this data by type (emergency response and fire) and location.
 - c. Obtain data from the Town of Davie Code Enforcement Division regarding the type of enforcement policy (active or passive) and the annual number of calls or responses.
 - d. Obtain data from the Town of Davie Public Works Department identifying the number of miles of roadway and drainage maintained by the Department during the past year. Sort this data by type and location.
 - e. Obtain data from the Town of Davie Streets Division regarding the number of traffic signals maintained.
 - f. Obtain data from the Town of Davie Fleet Management (Garage) Division regarding the number of vehicles and equipment maintained on an annual basis.
 - g. Obtain data from the Town of Davie regarding the amount of park facilities that exist and any planned facilities.
 - h. Obtain data from the Town of Davie Water and Sewer Department regarding the number of accounts by type, pump station locations, plant capacity and service area maps.
 - i. Obtain data from the Town of Davie Building Department regarding the number of permits issued annually by type and the number of inspections conducted by type.
 - j. Obtain data from the Town of Davie regarding the number of School Crossing Guards.
6. Project future demand for service.
 - a. Project increased demand for service based on growth.
 - b. Determine additional infrastructure improvements such as roadway capacity and its impact on service delivery. Using the Broward County Trafficways Plan and other available data as a basis, the consultant will determine current traffic volumes and projected volumes at Build-out year for key roadway facilities.
 - c. Project additional service requirements.
7. Project revenue in current dollars.
 - a. Estimate increase in Taxable Value based on growth.
 - b. Estimate utility usage of electric, telephone, cable and water for application to Utility Tax, Franchise Fee and Telecommunications Tax calculations.
 - c. Project revenue streams for all major classes of revenue for the Town of Davie based on Build-out conditions.

8. Project expenses in current dollars.
 - a. Estimate increased staffing levels at Build-out by general job classification.
Estimate complete wage costs (direct salary, overhead and fringes).
 - b. Estimate capital expenditures for Build-out (vehicles, construction, acquisition)
 - c. Estimate operating expenses at Build-out.

Deliverable: Report defining the impacts to the Town of Davie at the Build-out condition.

B. ECONOMIC IMPACT MODEL

1. Allocate department budget amount by Land Use Categories
 - a. Allocate each department budget by residential, commercial, industrial and other non-residential categories. Allocation will be based on the performance standards and the delivery of service to each type of use.
2. Define input categories for Alternative analysis.
 - a. Develop input categories for alternative (What if?) analysis by Land Use category. Identify the categories to be considered by combination of like categories.
 - b. Develop input categories for alternative (What if?) analysis by Zoning class. Identify the classes to be considered by combination of like classes.
 - c. Develop input categories based on the number of units by type and the square footage of non-residential uses.
3. Develop the relationship of use category and revenues and expenses.
 - a. Use the Build-out condition revenue and expense data to determine the incremental costs of development.
 - b. Determine the incremental revenues and expenses generated by each dwelling unit by type and the square footage of non-residential uses.
4. Develop the model to calculate impacts.
 - a. Using the previous analysis, develop an Economic Impact Model that will use Microsoft Access to generate output for the alternative analysis.
 - b. Test the model for accuracy.
5. Prepare software and train staff.
 - a. Install software on the Town of Davie computer network. Installation and software will provide unlimited client access by the Town of Davie.
 - b. Prepare manuals for instructions and operation.
 - c. Train staff on use of the model.

Deliverables: Report defining the development of the model, Economic Model software and training handbook.

C. PRESENTATION AND WORKSHOP

1. Meet with staff to present findings
2. Present findings to City Council.

PRICE PROPOSAL

PMG Associates, Inc. Submits the following price proposal for the work elements listed in the Scope of Services.

Price for Scope, as listed	\$51,380
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PROPOSED FEE PAYMENT SCHEDULE

At delivery of Draft Report on Build-out Condition:	40%
At delivery of Economic Impact Model:	40%
At conclusion of presentations:	20%

	1	2	3	4	5
1					
2					
3					
4					
5					
6	COMMITTEE MEMBER	FISHKIND & ASSOCIATES	GROWTH MGMT	PMG ASSOCIATES	WILBUR SMITH
7					
8	H. VENIS	3	1	2	4
9	G. CLARK	3	4	2	1
10	J. PAUL	1	4	2	3
11	T. TRUEX	1	4	2	3
12	S. STARKEY	3	4	1	2
13					
14					
15					
16	TOTAL	11	17	9	13
17					
18	RANKING	2 ND	4 TH	1 ST	3 RD
19					

ECONOMIC DEVELOPMENT & FISCAL IMPACT ANALYSIS